

REFERENCE TITLE: automatic subscription renewals; contracts; requirements

State of Arizona
House of Representatives
Fifty-seventh Legislature
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HB 2951

Introduced by

Representatives Connolly: Aguilar, Austin, Blattman, Carter N, Cavero,
Contreras L, Contreras P, De Los Santos, Garcia, Gutierrez, Hendrix,
Hernandez A, Hernandez L, Liguori, Luna-Nájera, Márquez, Peshlakai,
Rivero, Simacek, Stahl Hamilton, Villegas, Wilmeth

AN ACT

AMENDING TITLE 44, CHAPTER 9, ARIZONA REVISED STATUTES, BY ADDING ARTICLE
27; RELATING TO TRADE PRACTICES.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 44, chapter 9, Arizona Revised Statutes, is
3 amended by adding article 27, to read:

4 ARTICLE 27. AUTOMATIC RENEWAL CONTRACTS

5 44-1383. Definitions

6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

7 1. "AUTOMATIC RENEWAL CONTRACT" MEANS A PLAN OR ARRANGEMENT IN
8 WHICH A PAID SUBSCRIPTION OR PURCHASING AGREEMENT FOR GOODS OR SERVICES IS
9 AUTOMATICALLY RENEWED AT THE END OF A DEFINITE TERM FOR A SUBSEQUENT TERM
10 OR ON A CONTINUOUS OR RECURRING BASIS.

11 2. "AUTOMATIC RENEWAL OFFER TERMS" MEANS ALL OF THE FOLLOWING
12 INFORMATION THAT IS WRITTEN IN A CLEAR AND CONSPICUOUS MANNER:

13 (a) A STATEMENT THAT AN AUTOMATIC RENEWAL CONTRACT WILL
14 AUTOMATICALLY RENEW OR EXTEND AFTER THE INITIAL PERIOD FOR NOT MORE THAN
15 ONE YEAR UNLESS THE CONSUMER PROVIDES EXPRESS WRITTEN CONSENT FOR A LONGER
16 RENEWAL TERM.

17 (b) A DESCRIPTION OF THE CANCELLATION POLICY THAT APPLIES TO THE
18 OFFER.

19 (c) A STATEMENT THAT RECURRING CHARGES WILL BE CHARGED TO THE
20 CONSUMER'S CREDIT CARD, DEBIT CARD OR PAYMENT ACCOUNT WITH A THIRD PARTY
21 AS PART OF AN AUTOMATIC RENEWAL CONTRACT.

22 (d) THE LENGTH OF AN AUTOMATIC RENEWAL CONTRACT TERM.

23 (e) THE MINIMUM PURCHASE OBLIGATION, IF ANY.

24 3. "CLEAR AND CONSPICUOUS":

25 (a) MEANS FONT THAT IS ANY OR ALL OF THE FOLLOWING:

26 (i) IN A LARGER TYPE THAN THE SURROUNDING TEXT.

27 (ii) IN CONTRASTING TYPE.

28 (iii) IN A DIFFERENT FONT OR COLOR FROM THE SURROUNDING TEXT OF THE
29 SAME SIZE.

30 (iv) SET OFF FROM THE SURROUNDING TEXT OF THE SAME SIZE BY SYMBOLS
31 OR OTHER MARKS IN A MANNER THAT CLEARLY SETS OFF THE TEXT.

32 (b) FOR AN AUDIO DISCLOSURE, INCLUDES A HIGH VOLUME AND CADENCE
33 THAT IS SUFFICIENT TO BE READILY AUDIBLE AND UNDERSTANDABLE.

34 (c) DOES NOT INCLUDE A DISCLOSURE THAT WOULD REQUIRE TAKING AN
35 ADDITIONAL ACTION TO VIEW THE TEXT THAT INCLUDES CLICKING ON A HYPERLINK,
36 HOVERING OVER AN ICON OR A NEGATIVE OPTION FEATURE DISCLOSURE. FOR THE
37 PURPOSES OF THIS SUBDIVISION, "NEGATIVE OPTION FEATURE" MEANS A PRACTICE
38 WHERE A CONSUMER'S SILENCE OR FAILURE TO TAKE AFFIRMATIVE ACTION IS
39 INTERPRETED AS CONSENT.

40 4. "CONSUMER" MEANS ANY PERSON WHO PURCHASES OR ATTEMPTS TO
41 PURCHASE MERCHANDISE SUBJECT TO THE REQUIREMENTS OF THIS ARTICLE.

42 5. "TRIAL PERIOD OFFER" MEANS A SOLICITATION THAT OFFERS A CONSUMER
43 A PERIOD OF TIME FOR THE CONSUMER TO TRY A PRODUCT OR SERVICE THAT IS USED
44 AS AN INDUCEMENT FOR THE CONSUMER TO MAKE A PURCHASE OF THE PRODUCT OR
45 SERVICE OR A SIMILAR PRODUCT OR SERVICE.

1 (iv) ONE OR MORE METHODS FOR A CONSUMER TO CANCEL THE AUTOMATIC
2 RENEWAL CONTRACT.

3 (v) IF SENT ELECTRONICALLY, A LINK THAT DIRECTS THE CONSUMER TO THE
4 CANCELLATION PROCESS OR ANOTHER REASONABLY ACCESSIBLE ELECTRONIC METHOD
5 THAT DIRECTS THE CONSUMER TO THE CANCELLATION PROCESS.

6 (vi) THE CONTACT INFORMATION FOR THE PERSON.

7 (g) PROVIDE A MECHANISM FOR CANCELING AN AUTOMATIC RENEWAL CONTRACT
8 OR TRIAL PERIOD OFFER THAT IS SIMPLE, COST-EFFECTIVE, TIMELY, EASY TO USE,
9 READILY ACCESSIBLE AND NOT MORE DIFFICULT TO CANCEL THAN THE ORIGINAL
10 ACCEPTANCE OF THE AUTOMATIC RENEWAL CONTRACT. A PERSON IS DEEMED TO
11 COMPLY WITH THIS SUBDIVISION IF THE PERSON OFFERS A ONE-STEP CANCELLATION
12 LINK THAT IS:

13 (i) LOCATED ON THE PERSON'S WEBSITE OR CONTAINED IN AN ELECTRONIC
14 DEVICE OR SERVICE OR AN ELECTRONIC COMMUNICATION TO THE CONSUMER.

15 (ii) AVAILABLE TO THE CONSUMER IMMEDIATELY OR AFTER THE CONSUMER
16 COMPLETES A REASONABLE AUTHENTICATION PROTOCOL THAT WAS USED TO CONFIRM
17 THE CONSUMER WAS AUTHORIZED TO MAKE CHANGES TO THE ACCOUNT.

18 2. MAY NOT INCLUDE INFORMATION IN THE AUTOMATIC RENEWAL CONTRACT
19 THAT WOULD INTERFERE WITH, DETRACT FROM, CONTRADICT OR OTHERWISE UNDERMINE
20 THE ABILITY OF THE CONSUMER TO PROVIDE THE CONSUMER'S AFFIRMATIVE CONSENT
21 TO THE AUTOMATIC RENEWAL CONTRACT.

22 B. IF A MATERIAL CHANGE OCCURS IN THE TERMS OF AN AUTOMATIC RENEWAL
23 CONTRACT THAT HAS ALREADY BEEN ACCEPTED BY A CONSUMER, THE PERSON THAT
24 OFFERS THE AUTOMATIC RENEWAL CONTRACT SHALL PROVIDE A CLEAR AND
25 CONSPICUOUS NOTICE OF THE MATERIAL CHANGE AND INFORMATION ABOUT HOW TO
26 CANCEL THE AUTOMATIC RENEWAL CONTRACT.

27 C. A PERSON THAT SELLS A GOOD OR SERVICE TO A CONSUMER UNDER AN
28 AUTOMATIC RENEWAL CONTRACT SHALL NOTIFY THE CONSUMER THAT THE AUTOMATIC
29 RENEWAL CONTRACT WILL AUTOMATICALLY RENEW AND CONTINUE UNLESS THE CONSUMER
30 CANCELS THE AUTOMATIC RENEWAL CONTRACT. THE NOTICE SHALL PROVIDE
31 INFORMATION TO THE CONSUMER ABOUT HOW TO CANCEL THE AUTOMATIC RENEWAL
32 CONTRACT AND BE WRITTEN IN CLEAR AND EASILY UNDERSTANDABLE LANGUAGE. THE
33 PERSON SHALL PROVIDE NOTICE BY ANY OF THE FOLLOWING:

34 1. FIRST CLASS MAIL.

35 2. EMAIL.

36 3. ANY OTHER EASILY ACCESSIBLE FORM OF COMMUNICATION, INCLUDING AND
37 IF AUTHORIZED:

38 (a) TEXT MESSAGES.

39 (b) MOBILE PHONE APPLICATION NOTIFICATIONS.

40 D. A PERSON THAT SELLS A GOOD OR SERVICE TO A CONSUMER UNDER THE
41 TERMS AND CONDITIONS OF AN AUTOMATIC RENEWAL CONTRACT SHALL SEND NOTICE AT
42 LEAST TWENTY-FIVE DAYS BUT NOT MORE THAN FORTY DAYS BEFORE THE FIRST
43 AUTOMATIC RENEWAL PERIOD ENDS AND AT LEAST TWENTY-FIVE DAYS BUT NOT MORE
44 THAN FORTY DAYS BEFORE EACH AUTOMATIC RENEWAL PERIOD THEREAFTER. IF AN
45 AUTOMATIC RENEWAL PERIOD OR A SUBSEQUENT AUTOMATIC RENEWAL PERIOD IS LESS

1 THAN TWELVE MONTHS, THE PERSON SHALL SEND NOTICE BETWEEN TWENTY-FIVE DAYS
2 AND FORTY DAYS BEFORE THE FIRST AUTOMATIC RENEWAL PERIOD OR SUBSEQUENT
3 AUTOMATIC RENEWAL.

4 E. NOTWITHSTANDING ANY OTHER LAW, THIS SECTION DOES NOT APPLY TO:
5 1. ANY SERVICE PROVIDED BY A PUBLIC SERVICE CORPORATION THAT IS
6 REGULATED UNDER TITLE 40.
7 2. ANY INSURANCE-RELATED REGULATED ENTITY PURSUANT TO TITLE 20.
8 3. A FINANCIAL INSTITUTION PURSUANT TO TITLE 6.

9 44-1383.02. Attorney general; violation of automatic renewal
10 contract

11 A. AN ACT OR PRACTICE IN VIOLATION OF THIS ARTICLE CONSTITUTES A
12 VIOLATION OF SECTION 44-1522. THE ATTORNEY GENERAL MAY INVESTIGATE AND
13 TAKE APPROPRIATE ACTION AS PRESCRIBED BY CHAPTER 10, ARTICLE 7 OF THIS
14 TITLE.

15 B. A CONSUMER MAY RESCIND AN AUTOMATIC RENEWAL CONTRACT THAT
16 VIOLATES THIS ARTICLE AT ANY TIME AND IS ENTITLED TO A PROMPT REFUND OF
17 ANY MONIES PAID OR CHARGED THAT IS REASONABLY RELATED TO THE VIOLATION.

18 C. A VIOLATION OF THIS SECTION MAY RESULT IN DAMAGES THAT INCLUDE
19 REASONABLE ATTORNEY FEES AND COSTS.